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October 10, 1997

Stephen Dove, Esq.  
Office of General Counsel  
Department of Energy  
Forrestal Bldg. - Room 6A245  
1000 Independence Avenue S.W.  
Washington, D.C. 20585

Re: Starin v. Brush Wellman Inc.

Atomic Energy Commission  
Contract No. AT(30-1)-541

Dear Mr. Dove:

I understand that you are the attorney in charge of the above-referenced matter. I wrote to your office on April 18, and May 28, 1997 concerning the above-referenced matter, and spoke with you by telephone on September 16, but still have not received a response.

In the last two days, we have taken deposition testimony that has a significant bearing on the issue of indemnification. Lester Starin, one of the plaintiffs, worked at Brush Wellman's facility on Perkins Avenue in Cleveland during the years 1956-59 as a Laboratory Assistant. Mr. Starin has now testified that almost all of his work was done on government projects. He knows this because he was required to record the time that he worked and to charge his time every day for accounting purposes to specific "PDP" numbers. PDP stood for Public Defense Project. He further testified that he obtained six security clearances, including a clearance to work on AEC projects and separate clearances to work on projects for the various armed forces. He said that he could not start work until he received these government clearances. He estimated that 70-80% of his time was spent on AEC projects and most of the rest on projects for the armed forces. He also testified that he did work for the space program. He described his job as developing beryllium compounds to government specifications and then


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fabricating objects with those compounds, again to government specifications.

A copy of the transcript (as yet unsigned) should be available next week.

This evidence confirms that the government is obligated under the applicable contracts to indemnify Brush Wellman in this matter. We look forward to your prompt response.

Very truly yours,



Mark J. Andreini

cc: Janet L. Miller, Esq.  
Jeffery D. Ubersax, Esq.